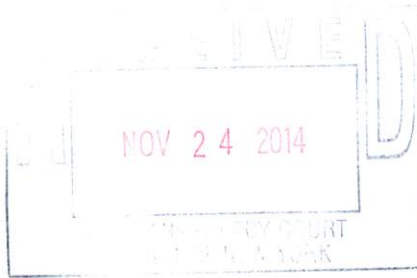


November 12, 2014

US Bankruptcy Court
Southern District of New York
One Bowling Green
New York, NY 10004-1408



RE: Case No. 08-13555(SCC)
Residential Claims Teams/Lehman Brothers Holdings, Inc.
LBHI Loan Number 0047139936

To Whom It May Concern:

I received your Demand for Payment dated 10/21/2014 in reference to the above referenced loan that was originated and closed July 27, 2007 Radiant Financial Group, LLC. This is the first notice that I have received regarding this file and have never been made aware of any default on the mortgage or alleged misrepresentation of the borrower's occupancy, income or assets until now.

I deny that there was any misrepresentation from the borrower concerning their assets, income or occupancy. Also, as a broker, we originate the loan and rely on the lender to underwrite the loan and verify that it meets standards and guidelines for sale on the secondary market. This file passed through the quality control process of our office and also was underwritten and closed without any 'red flags'.

The recordkeeping requirement in the state of Arizona is 5 years. Unfortunately, I no longer have a copy of this file so I am not able to look further into the details of the file or the supporting documentation of the loan.

In addition, I am not a seller of the loan as I am referred to in the bankruptcy paperwork. Additionally, there are no details provided regarding the alleged misrepresentations and no details regarding the calculation of the alleged damages sustained.

For these reasons we will not be making the payment demanded or any payment regarding this matter.

Thank you.

Sincerely,

Stacy Pingree, Broker

LEHMAN BROTHERS HOLDINGS INC.

October 21, 2014

VIA UPS DELIVERY

Radiant Financial Group, LLC
15411 W. Waddell Road, #107
Surprise, AZ 85379

RE: DEMAND FOR PAYMENT

Dear Sir or Madam,

I write on behalf of the Bankruptcy Estate of Lehman Brothers Holdings Inc. ("LBHI") in connection with the enforcement of (i) Broker Agreement made by and between Lehman Brothers Bank, FSB, and Radiant Financial, LLC (the "Broker"), dated as of March 29, 2007 (the "Broker Agreement"), and the incorporated Lender's Guidelines, and (ii) the Assignment Agreement between Aurora Bank FSB (formerly known as Lehman Brothers Bank, FSB) ("Lehman Bank") and LBHI, dated as of June 25, 2010 (the "Assignment Agreement").

In sum, pursuant to the Broker Agreement, the Broker submitted to Lehman Bank application packages for residential mortgage loans, which were accepted and funded to create the loan(s) identified in Schedule A (the "Loan(s)"). Lehman Bank subsequently sold the Loan(s) to LBHI and assigned to LBHI its contractual rights with respect to the Loan(s), including its rights to indemnification. With respect to the Loan(s), the Broker breached representations, warranties and covenants and other provisions of the contracts. LBHI seeks to recover on claims it allowed in its bankruptcy with respect to the Loan(s) as a result of those breaches.

More specifically, with respect to the application packages provided by Broker to Lehman Bank under the Broker Agreement, Broker made a number of representations, warranties and covenants concerning the Loan(s) set forth in Schedule A. The Loan(s) did not satisfy those representations, warranties and covenants set forth in the Broker Agreement. See Schedule A. As a result of Broker's breaches, LBHI has allowed loan level claims in its bankruptcy and been damaged in an amount equal to the amount set forth in Schedule A (the "Disputed Amount").

As such, LBHI hereby demands that Broker immediately pay LBHI the Disputed Amount. The Disputed Amount must be paid no later than thirty (30) days after receipt of this demand notice by wire transfer to the following account:

Bank:

Citibank

Account Name: LBHI-DIP
Account Number: 3079-0197
ABA Number: 021-000-089

Please note that LBHI is prepared to pursue its rights to address the Broker's breaches of the Broker Agreement in the event that payment is not received within thirty days. Indeed, if payment is not received or a mutually acceptable resolution reached between LBHI and Broker, LBHI will immediately commence Court ordered mediation in New York. A copy of the Alternative Dispute Resolution Procedures Order for Indemnification Claims of the Debtors Against Mortgage Loan Sellers, dated June 24, 2014 (the "Order"), is enclosed. Moreover, if resolution is not reached, LBHI will seek, in addition to the Disputed Amount: (i) prejudgment interest on the Disputed Amount at the statutory rate (9%); and (ii) its reasonable attorneys' fees incurred in forcing Broker's indemnification obligations. Finally, if mediation is required, pursuant to the Order, the Broker will be responsible for one half of the fees and costs charged by the mediator. Be advised, however, that this letter does not constitute the Indemnification ADR Notice contemplated by the Order.

Please be guided accordingly.

Nothing in this letter shall be deemed to constitute a waiver by LBHI of any rights and remedies that LBHI may have against the Broker under the Agreements, at law, in equity or otherwise, all of which are expressly reserved.

Any question you may have regarding this matter should be directed to the undersigned. I look forward to your prompt response.

Very truly yours,

Residential Claims Team
Lehman Brothers Holdings, Inc.
claims@lehmanholdings.com

Enclosures